

# Exhibit 4



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation

MDL 1358 (SAS)

**This Document Relates To:**

*City of Fresno v. Chevron U.S.A. Inc., et al.*  
04 Civ. 04973

**UNION OIL COMPANY OF CALIFORNIA'S  
SECOND SUPPLEMENTAL AND AMENDED RESPONSE TO  
PLAINTIFF CITY OF FRESNO'S FIRST SET OF INTERROGATORIES**

Union Oil Company of California ("Union Oil") submits the following second supplemental and amended objections and responses to Plaintiff City of Fresno's First Set of Interrogatories to Union Oil dated September 2, 2008 ("Plaintiff's Interrogatories").

**PRELIMINARY STATEMENT**

Union Oil limits its responses to the stations identified by Plaintiff in response to case management number 60 (the "Stations"). Union Oil's records reflect deliveries of product to six of those Stations, which are listed below. Due to the passage of time and Union Oil's sale of its marketing and refining assets to Tosco in April 1997, Union Oil no longer has much of the information requested by Plaintiff's Interrogatories.

**1605 North Cedar Avenue.** Union Oil supplied gasoline to the station located at 1605 North Cedar Avenue from prior to the relevant time period until November 1996. The dates and amounts of sales to this site, including the product code and name for each sale, are set forth in the spreadsheet attached to Union Oil's Supply Declaration. During that time period, Union Oil supplied this station with gasoline refined at its San Francisco refinery. MTBE was blended into gasoline at the San Francisco refinery starting in 1987 but was not blended in all grades. Due to

federal and state oxygenate requirements in 1992 and 1996, MTBE blending increased at such times. During that time period, Union Oil supplied this station almost exclusively from a terminal in Fresno. On a few occasions, Union Oil supplied this station from terminals in Bakersfield, Richmond, and Stockton. On information and belief, Union Oil owned the USTs and real estate at this site from prior to the relevant time period until April 1997. Union Oil did not own or lease the real estate or USTs at the subject site after April 1997, nor did Union Oil supply gasoline to the subject site after that time.

For additional information relating to this site, Union Oil refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000001435 - CHEVMDL1358\_FRES\_00000002065;
- CHEVMDL1358\_FRES\_00000006508- CHEVMDL1358\_FRES\_00000006900; and
- CHEVMDL1358\_FRES\_00000008439-CHEVMDL1358\_FRES\_00000008518.

Union Oil also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Union Oil and Plaintiff.

**5785 North 1st Street.** Union Oil supplied gasoline to the station located at 5785 North 1st Street between September 1992 and March 1997. The dates and amounts of sales to this site, including the product code and name for each sale, are set forth in the spreadsheet attached to Union Oil's declaration. During that time period, Union Oil supplied this station with gasoline refined at its San Francisco refinery. In addition, during that time period, Union Oil supplied this station almost exclusively from a terminal in Fresno. On a few occasions, Union Oil supplied this station from terminals in Richmond and Stockton. On one occasion, Union Oil supplied this station from a terminal in Sacramento. On information and belief, Union Oil did not own the real estate or the USTs at the subject site during the relevant time period. Documents produced by third parties suggest that persons other than Union Oil owned the tanks and real estate at the subject site between 1986 and 1997. *See* FCDEH-FRESNO-010618, 010608, 010604, 010602,

010555. Union Oil did not own or lease the real estate or the USTs at the subject site after April 1997, nor did Union Oil supply gasoline to the subject site after that time.

Based on documents produced by the RWQCB, it appears that in November 2003, over 7 years after Union Oil had supplied gasoline to the site, an investigation was undertaken at the site in connection with the removal of dispensing and underground storage tank equipment. RWQCB-FRESNO-013019-013049. Moore Services, Inc, the environmental consultant assessing the site, concluded that based on "analytical results of the subsurface soil samples, concentration of residual gasoline in soils, and separation of these soils to groundwater, which is anticipated to be approximately 95 feet, the risk is very low that continued downward migration will degrade water quality, thus affecting beneficial uses". *Id.* . Moore Services, Inc. also concluded that "the concentrations of BTEX and MTBE in subsurface soils containing residual gasoline are allowable concentrations, as published by the CSWRCB, and are unlikely to pose a threat to underlying groundwater." *Id.* On August 30, 2006, the Fresno County granted closure for this site, thereby concluding that the site's conditions are fully protective of human health and the environment. FCDEH-FRESNO-010712.

For additional information relating to this site, Union Oil refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000008212-CHEVMDL1358\_FRES\_00000008251.

Union Oil also refers Plaintiff to the documents produced by Fresno County and the Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Union Oil and Plaintiff.

**101 Roosevelt.** Prior to April 1997, Union Oil supplied this site with gasoline refined at its San Francisco refinery. Union Oil's electronic records do not reflect the sale or delivery of gasoline to this site. Due to the passage of time and the divestiture of Union Oil's marketing and refining assets to Tosco in April 1997, Union Oil has not identified records, other than what has been produced, in its possession, custody, or control reflecting gasoline deliveries or sales to this site. Union Oil owned the USTs at the subject site from prior to the relevant time period until

December 1995 when they were removed. Union Oil did not supply gasoline to this site after that time. Union Oil has not owned USTs at this site since that time, nor has it supplied gasoline to the subject site after that time. Union Oil owned the real estate at this site from prior to the relevant time period until April 1997 when the property was sold to Tosco. On information and belief, Wholesale Fuels Inc. or Wholesale Fuels LLP, an independently owned business, operated this site from at least 1989 to 1997.

For additional information relating to this site, Union Oil refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000006473 - CHEVMDL1358\_FRES\_00000006508.
- Union Oil also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Union Oil and Plaintiff.

**1418 East Shaw Ave.** Union Oil's records reflect that it sold gasoline to the station located at 1418 East Shaw Avenue between 1986 and 1997. The dates and amounts of sales to this site, including the product code and name for each sale, are set forth in the documents bates numbered CHEVMDL1358\_Fresno\_000000026180-CHEVMDL1358\_Fresno\_000000026283. During that time period, Union Oil supplied this station with gasoline refined at its San Francisco refinery. Union Oil owned the USTs at this site from at least 1987 until April 1997. On information and belief, Union Oil owned the real estate at this site in April 1997 at the time of the sale of the site to Tosco. Union Oil did not own or lease the real estate or USTs at the subject site after April 1997, nor did Union Oil supply gasoline to the subject site after that time.

**1610 North Palm.** Union Oil's records reflect that it sold gasoline to the station located at 1610 North Palm between 1986 and 1997. The dates and amounts of sales to this site, including the product code and name for each sale, are set forth in the documents bates numbered CHEVMDL1358\_Fresno\_000000026516-CHEVMDL1358\_Fresno\_000000026605. During that time period, Union Oil supplied this station with gasoline refined at its San Francisco refinery. Union Oil did not own the real estate at this site during the relevant time period. Union

Oil leased the real estate at this site from prior to the relevant time period until April 1997. On information and belief, Union Oil owned the underground storage tanks at this site from at least 1992 until April 1997. Union Oil did not own or lease the real estate or USTs at the subject site after April 1997, nor did Union Oil supply gasoline to the subject site after that time.

**794 West Shaw Ave.** Union Oil owned the real estate and underground storage tanks at this site from at least 1988 until April 1997. Union Oil supplied this station with gasoline refined at its San Francisco refinery from prior to the relevant time period through at least 1995. Due to the passage of time Union Oil has not located electronic records reflecting sales of gasoline to this site. Union Oil did not own or lease the real estate or USTs at the subject site after April 1997, nor did Union Oil supply gasoline to the subject site after that time. On information and belief, gasoline sold at this site no longer contained MTBE after October 2001. FCDEH-FRESNO-031687-90.

For additional information regarding the above stations, Union Oil refers Plaintiff to Union Oil's Supply Declaration, all of which is incorporated by reference here. Based on Union Oil's records it did not deliver gasoline to, supply, own, lease, or operate any of the other Stations identified by Plaintiff. Union Oil has undertaken a reasonably diligent search to locate responsive information. Union Oil's investigation will continue to and through the trial of this matter. Union Oil reserves the right to supplement or amend its responses in the event they discover the existence of other responsive information and/or documents as evidence at the time of trial.

Union Oil does not concede that any portion of these Interrogatories - or any document produced in connection with them - is admissible at trial or in connection with any non-discovery proceeding. Union Oil reserves all rights to object to the introduction of any portion of these responses - or any document produced pursuant to them - at trial or any non-discovery proceeding.



Aug 12 2011  
09:15PM

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**CHEVRON U.S.A. INC'S SUPPLEMENTAL AND AMENDED RESPONSE TO  
PLAINTIFF CITY OF FRESNO'S FIRST SET OF INTERROGATORIES**

Chevron U.S.A. Inc. submits the following supplemental and amended objections and responses to Plaintiff City of Fresno's First Set of Interrogatories to Chevron dated September 2, 2008 ("Plaintiff's Interrogatories").

**PRELIMINARY STATEMENT**

Chevron limits its responses to the stations identified by Plaintiff in response to case management order number sixty (the "Stations"). Chevron's records reflect deliveries of gasoline to five of the stations identified in Plaintiff's discovery responses and delivery to a jobber whom discovery in this case has revealed sold gasoline to two Chevron branded stations listed below.

**2740 North Van Ness.** Chevron supplied gasoline to the station located at 2740 North Van Ness from prior to the relevant time period until August 1986. Subsequently, on information and belief, R.V. Jensen sold gasoline refined by Chevron to this site between 1986 and 1999. For time period of January 1986 until August 1986, the dates and amounts of sales to this site, including a material code and name for each sale, are set forth in the spreadsheets attached to Chevron's Supply Declaration in this matter. During that time period, Chevron

supplied this station with gasoline from a terminal located in Fresno, California. Between 1986 and 1999, Chevron sold gasoline to R.V. Jensen. Chevron's sales to R.V. Jensen during that time period at the terminals in Richmond, Bakersfield, Banta, and Fresno are set forth in the spreadsheets attached to Chevron's Supply Declaration in this matter. After selling gasoline to R.V. Jensen, Chevron no longer owned the gasoline and did not have control over where the gasoline was sold. Chevron supplied this station and R.V. Jensen during the periods referenced above with gasoline refined at its Richmond Refinery. Chevron's Richmond California refinery ("Richmond Refinery") began using MTBE as an octane enhancer in certain premium grades, on an as-needed basis, in 1990. In 1992, Chevron began using MTBE at the Richmond Refinery during the wintertime months for purposes of meeting the oxygenate requirements mandated by the 1990 Clean Air Act Amendments. Then, in January 1995, Chevron began adding MTBE to gasoline manufactured at the Richmond Refinery on a year round basis to comply with the Clean Air Act's Reformulated Gasoline Program. Chevron notes that certain areas of Northern California did not have an oxygenate requirement, and that Chevron did not blend MTBE into all of the gasoline manufactured at its Richmond Refinery during the relevant time period. In 2003, Chevron stopped using MTBE at the Richmond Refinery and completed its transition from MTBE to ethanol in Northern California. The gasoline that Chevron sold to this station prior to 1990 did not contain MTBE. Chevron did not own the real estate or the USTs at this site, nor did it operate this site during the relevant time period. The RWQCB granted case closure for this site on September 2, 2008, stating that "necessary remediation has been completed at this site", "groundwater monitoring data suggests that no significant groundwater impact remains from the gasoline release at this site", and "residual petroleum hydrocarbons may be expected to attenuate naturally by the action of naturally-occurring soil bacteria".

For additional information relating to this site, Chevron refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000002407-CHEVMDL1358\_FRES\_00000002539; and
- CHEVMDL1358\_FRES\_00000008519-CHEVMDL1358\_FRES\_00000008520.

Chevron also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Chevron and Plaintiff.

**225 North H Street.** Chevron supplied gasoline to the station located at 225 North H Street from prior to the relevant time period until October 1990. Subsequently, on information and belief, R.V. Jensen sold gasoline refined by Chevron to this site between October 1990 and 2003. The dates and amounts of sales to this site between 1986 and October 1990, including a material code and name for each sale, are set forth in the spreadsheets attached to Chevron's Supply Declaration. During that time period, Chevron supplied this station with gasoline from terminals located in Richmond, Bakersfield, Banta, and Fresno, California. Between October 1990 and 2003, Chevron sold gasoline to R.V. Jensen. Chevron's sales to R.V. Jensen during that time period at the terminals in Richmond, Bakersfield, Banta, and Fresno are set forth in Chevron's Supply Declaration. After selling gasoline to R.V. Jensen, Chevron no longer owned the gasoline and did not have control over where the gasoline was sold. Chevron supplied this station and R.V. Jensen during the time periods referenced above with gasoline refined at its Richmond Refinery. Chevron did not blend MTBE into gasoline at the Richmond Refinery prior to 1990. Therefore, Chevron's gasoline supplied to this station prior to 1990 did not contain MTBE. Chevron stopped using MTBE at the Richmond Refinery in 2003. Thus, gasoline refined by Chevron that may have been supplied to this station after that time did not contain MTBE. Chevron did not own the real estate or the USTs at this site, nor did it operate this site during the relevant time period. Three underground storage tanks were excavated and removed from this site in 1999. FCDEH-FRESNO-004641. Environmental consultants investigating the site in 1999 concluded that the "site does not appear to pose a risk to groundwater". FCDEH-FRESNO-004641. In March 2000, the County of Fresno issued a no further action letter for this site.

For additional information relating to this site, Chevron refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000002066-CHEVMDL1358\_FRES\_00000002406; and
- CHEVMDL1358\_FRES\_000000085210-CHEVMDL1358\_FRES\_00000008532.

Chevron also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Chevron and Plaintiff.

**5756 North 1st Street.** Chevron supplied gasoline to this site from prior to the relevant time period until June 1988. Chevron terminated its dealer supply contract with this station on May 31, 1988, and did not supply gasoline to the subject site after that time. The dates and amounts of sales to this site, including a material code and name for each sale, are set forth in the spreadsheets attached to Chevron's Supply Declaration. Chevron supplied this station with gasoline from terminals located in Richmond, Bakersfield, Banta, and Fresno, California. Chevron supplied this station with gasoline refined at its Richmond Refinery. Chevron did not blend MTBE into gasoline at the Richmond Refinery prior to 1990. Therefore, the gasoline that Chevron supplied to this station did not contain MTBE. Chevron owned the USTs at the subject site from prior to the relevant time period until June 1988, when they were removed. Chevron did not own the land at the subject site during the relevant time period. After removal of the tanks from this site, Chevron assessed and remediated this site. On May 23, 1996, Fresno County Health Services Agency advised Chevron that:

- A. The leak has been stopped and ongoing sources have been removed.
- B. The site has been adequately characterized.
- C. Little or no groundwater impact currently exists.
- D. No water wells, deeper drinking water aquifers, surface water, or other sensitive receptors are likely to be impaired.
- E. The site poses no significant risk to human health.
- F. The site poses no significant risk to the environment.

CHEVMDL1358\_FRES\_0000003252-54. On May 22, 1997 the County of Fresno's Health Services Agency advised Chevron that no further action was need in connection with this site. CHEVMDL1358\_FRES\_0000003330-32. Other than a single unconfirmed detection in 2003 at 0.54 ppb, MTBE has not been detected at this site.

For additional information relating to this site, Chevron refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000002541-CHEVMDL1358\_FRES\_00000006472; and
- CHEVMDL1358\_FRES\_00000008252-CHEVMDL1358\_FRES\_00000008290.

Chevron also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Chevron and Plaintiff.

**3996 Parkway Drive.** Chevron supplied gasoline to this site from prior to the relevant time period until 1998. During that time period, Chevron owned the USTs at the subject site. During the relevant time period, Chevron leased the real estate at this site from a third-party. Chevron did not own the real estate at this site during the relevant time period. The dates and amounts of sales to this site, including a material code and name for each sale, are set forth in the spreadsheets attached to Chevron's Supply Declaration. Chevron supplied this station with gasoline from terminals located in Richmond, Bakersfield, Banta, Fresno, and San Jose California. Chevron supplied this station with gasoline refined at its Richmond Refinery. Chevron did not blend MTBE into gasoline at the Richmond Refinery prior to 1990. Therefore, Chevron's gasoline supplied to this station prior to 1990 did not contain MTBE. The RWQCB issued a no further action letter to Chevron for this site on May 14, 2002.

For additional information relating to this site, Chevron refers Plaintiff to:

- CHEVMDL1358\_FRES\_00000006901-CHEVMDL1358\_FRES\_00000008211;
- CHEVMDL1358\_FRES\_00000008291-CHEVMDL1358\_FRES\_00000008438; and
- CHEVMDL1358\_FRES\_00000008533-CHEVMDL1358\_FRES\_00000008620.

Chevron also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the answers to Plaintiff's Interrogatories from the above documents will be substantially the same for Chevron and Plaintiff.

**1160 Fresno Street.** Chevron supplied gasoline to the station located at 1160 Fresno Street from January 1986 until June 1988. The dates and amounts of sales to this site, including the product code and name for each sale, are set forth in the documents bates numbered CHEVMDL1358\_Fresno\_000000026152-CHEVMDL1358\_Fresno\_000000026179. Chevron supplied this station with gasoline from terminals located in Banta and Fresno. Chevron supplied this station with gasoline refined at its Richmond Refinery. Chevron did not blend MTBE into gasoline at the Richmond Refinery prior to 1990. In 1988, the service station at this site was demolished and the underground storage tanks were removed. FCDEH-FRESNO-042338; RWQCB-FRESNO-042286-042361. Therefore, the gasoline that Chevron supplied to this station did not contain MTBE.

For additional information relating to investigations and remediation at this site, Chevron refers Plaintiff to:

- CHEVMDL1358\_Fresno\_00000008621-CHEVMDL1358\_Fresno\_000000023276;
- CHEVMDL1358\_Fresno\_000000026041-CHEVMDL1358\_Fresno\_000000026179.

Chevron also refers Plaintiff to the documents produced by Fresno County and Regional Water Quality Control Board for information relating to this station. The burden of deriving or ascertaining the information from the documents will be substantially the same for Chevron and Plaintiff.

For additional information regarding the above stations, Chevron refers Plaintiff to Chevron's Supply Declaration, all of which is incorporated by reference here.

Chevron did not sell gasoline to, supply, own, lease, or operate any of the other Stations identified by Plaintiff. Chevron has undertaken a reasonably diligent search to locate responsive information. Chevron's investigation will continue to and through the trial of this matter.

Chevron reserves the right to supplement or amend its responses in the event they discover the existence of other responsive information and/or documents as evidence at the time of trial.

Chevron does not concede that any portion of these Interrogatories - or any document produced in connection with them - is admissible at trial or in connection with any non-discovery proceeding. Chevron reserves all rights to object to the introduction of any portion of these responses - or any document produced pursuant to them - at trial or any non-discovery proceeding.

### **GENERAL OBJECTIONS**

Chevron further incorporates the following General Objections by reference into each specific Response below, as if set forth in full in the specific Response:

1. By making these Responses, Chevron does not waive any rights or protections afforded to it by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or any other applicable statutory provisions or protections under common law or any other source.

2. Chevron objects to each Interrogatory to the extent it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

3. Chevron objects to each Interrogatory to the extent it seeks to discover information or DOCUMENTS protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, privacy rights or any other applicable protection, privilege or exemption at law or pursuant to statute. Chevron will not produce any such protected information or DOCUMENT. Inadvertent production of any protected information or DOCUMENTS shall not be deemed a waiver of any applicable exemption, privilege or protection.

4. Chevron objects to each Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure.

5. Chevron objects generally to Plaintiff's "Instructions" and "Definitions" to the extent they are inconsistent with: a) the limitations and objections set forth in these General